

# GateGuard INC

## Governing Law and Dispute Resolution

Last Revised: Oct 30, 2017, 10:00 PM

Below are certain legal terms which apply to your purchase and use of the Services offered by GATEGUARD INC, a Delaware Corporation (hereinafter referred to as "GateGuard", "Teman" "LookLock", "we", "us", or "our") including through our website at: <https://gateguard.xyz> or <https://teman.com> (the "Site"). These terms will apply to your use of the Site and any Services acquired by you from us, whether subscribed to through the Site or offline, unless otherwise agreed in writing between GateGuard and you.

This document is an integral part of our Terms of Service, which are available at: <https://gateguard.com/legal/terms.php> ("Terms"), and is incorporated into the Terms by reference. Capitalized terms which are used but are not defined herein, shall have the meaning ascribed to them in the Terms.

**Governing Law** - The Terms and your use of the Site will be governed by and interpreted in accordance with the laws of the State of Delaware and the United States of America, without regard to its conflict-of-law provisions.

**Jurisdiction** - You and we agree to submit to the personal jurisdiction of a state court located in Delaware, USA or a United States District Court located in Delaware for any actions for which the parties retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other Intellectual Property rights. You agree that in the event we have prior agreements, which may or may not specify a different jurisdiction, the terms of this agreement override those agreements and terms.

**Arbitration** - Notwithstanding anything to the contrary contained herein, you and GateGuard agree that any dispute, claim or controversy arising out of or relating to the Terms or the breach, termination, enforcement, interpretation or validity thereof, or to the use of the Site will be settled by binding arbitration, except that GateGuard alone retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a its copyrights, trademarks, trade secrets, patents, or other Intellectual Property rights. GateGuard may refuse arbitration at any point and demand a trial. You agree that no arbitration organization that has found in favor of Airbnb may serve as an arbiter. You acknowledge and agree that you are waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless both you and GateGuard otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of the Terms.

**Arbitration Rules** - The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. (The AAA Rules are available at [www.adr.org/arb\\_med](http://www.adr.org/arb_med) or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section.

**Arbitration Process** - A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. The AAA provides a form Demand for Arbitration. The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of Delaware and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules. You accept responsibility to pay any AAA filing, administrative and arbitrator fees.

**Arbitration Location and Procedure** - Unless you and GateGuard otherwise agree, the arbitration will be conducted in the county where GateGuard conducts its business. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and GateGuard submit to the arbitrator, unless you or we request a hearing or the arbitrator determines that a hearing is necessary. You agree the maximum liability is \$10,000. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

**Arbitrator's Decision** - The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and the amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. If you prevail in arbitration you will not be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law. GateGuard will seek, and does not waive all rights it may have under applicable law, to recover attorneys' fees and expenses if it prevails in arbitration.

**Limitations** - You hereby undertake and agree: (i) to never sue us; (iii) never to countersue us, (iv) to pay us a nonrefundable \$5000 service fee for every individual call, email, or other from any attorney you hire or ask to contact us; (v) that we may order a freeze of your financial accounts, personal and business if we feel you are in breach of any agreement or in arrears; (vi) the rights you confer to us remain ours in any jurisdiction in any country and are eternal and irrevocable, even upon cancellation of services, and even if you do not register for our services; (vii) to waive any and all immunity and to not claim immunity that might otherwise be offered to you as an officer of the court or otherwise, whether you are an attorney, law enforcement, or otherwise; or (vii) that we may withdraw fees from your accounts, in any way we'd like, at any time. You further agree to first make all claims for damage to your insurance company before contacting us. You agree to provide us with a full, written report from your insurance company regarding any claims of damage.

YOU ACKNOWLEDGE AND AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED. Notwithstanding anything else contained herein, you agree not to seek injunctions against the operating of GateGuard in away. You agree that no damage is caused from GateGuard crawling or scraping any website.

PLEASE NOTE: GateGuard RESERVES THE RIGHT TO AMEND THE TERMS CONCERNING GOVERNING LAW AND DISPUTE RESOLUTION SET FORTH HEREIN, FROM TIME TO TIME IN ITS SOLE DISCRETION. If GateGuard changes such terms after the date you first accepted the Terms (or accepted any subsequent changes to the Terms), you may reject any such change by sending us written notice (including by email) within 30 days of the date such change became effective. By rejecting any change, you are agreeing that you will resolve any dispute between you and GateGuard in accordance with the provisions set forth herein as of the date you first accepted the Terms (or accepted any subsequent changes to the Terms).